

# Exhibit 1

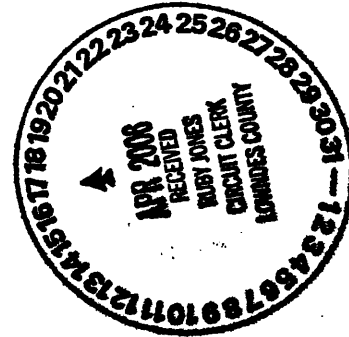
**In the Circuit Court for  
Lowndes County, Alabama**

**Debra Caldwell-Bush  
Plaintiff**

vs.

CV 06-40

**Globe Home Warranty Company  
The agents, servants, employees  
Owners, directors and others  
so situated that inflicted  
benefited from, worked with  
or for the listed parties which  
caused the harm and injury  
to the plaintiff, fictitious parties  
A,B and C which will be added  
later by amendment when  
ascertained, and Ruby Wright  
individually.  
Defendants**



**COMPLAINT**

**THE PARTIES**

(1) The Plaintiff Debra Caldwell Bush is a resident of Lowndes County Alabama and is over the age of nineteen years of age, she resides at 185 Idle wild Drive Hope Hull, Alabama 36043. Defendant Ruby Wright is over the age of nineteen years of age and is a resident of Lowndes County Alabama, who's exact address is unknown at this time. Defendant Globe Home Warranty is a Delaware Corporation doing business in Alabama with a registered agent of CSC Lawyers Incorporating Service 150 South Perry Street Montgomery, Alabama 36104.

**JURISDICTION AND VENUE**

(2) All events and or occurrences took place in Lowndes County Alabama, and the amount complained of herein meets the requirements for this Honorable Court to exercise Jurisdiction and Venue in Lowndes County Alabama.

**THE FACTS**

(3) On 31 January 2005 the Plaintiff purchased from Defendant Ruby Wright the property located at 185 Idle wild Drive in Lowndes County Alabama. Condition on the sale of the home was the purchase of a Home Warranty. Said policy Al-05-1-101 was sold to the parties and money was paid for the said home warranty. In a matter of months following the purchase of the home and the warranty, electrical problems began to develop which included damaged appliances, brown outs, and burned electrical outlets.

(4) The Plaintiff made numerous contacts with the Defendant warranty company only to be told that someone would take care of the problem. The Plaintiff was asked by the Defendants to seek the services of an Electrician that diagnosis the problem. The Plaintiff did locate an electrician who did as the Plaintiff requested. The Home was found by the electrician to demand immediate repairs to prevent further damage to the home and jeopardy to the family of the Plaintiff.

(5) The Plaintiff was forced to pay for those services without any assistance form the Defendants. Despite request from the Plaintiff, the defendants have not reimbursed or refunded the cost of the warranty to the Plaintiff and have never inspected, repaired or replaced any of the items so damaged in the home. Calls have gone unanswered, as have letters to the Defendants.

**COUNT(1)**  
**BREACH OF WARRANTY**

(6) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home From Defendant Ruby Wright and as part of the purchase, the homeowner provided a home warranty with the Defendants, Globe only to have no services from Defendant Globe whatsoever. The Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the

Defendants. The Plaintiff avers that the Defendants are in breach of the warranty sold to her for the use, benefit and protection of her and her family.

(7) The Plaintiff demands the sum of \$2770,00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.

**COUNT(2)**  
**BREACH OF CONTRACT**

(8) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants. The Plaintiff avers that the Defendants are in breach of the Contract signed by the parties for the use, benefit and protection of her and her family.

(9) The Plaintiff demands the sum of \$2770,00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.

**COUNT(3)**  
**NEGLIGENCE**

(10) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants. The Plaintiff avers that the Defendants were

negligent allowing she and her family to be subject to electrical dangers in the home and for failing to protect her and her family.

(11) The Plaintiff demands the sum of \$2770,00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.

**COUNT(4)**  
**CONVERSION**

(12) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants. The Plaintiff avers that the Defendants accepted her payment for services they did not nor ever intended to provide and converted her money to their personal use without benefit to her or her family.

(13) The Plaintiff demands the sum of \$359.00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.

**COUNT(5)**  
**BATTERY-CIVIL**

(14) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants. The Plaintiff avers that the Defendants committed a

civil battery against her person and that of her family by allowing them to be subjected to electrical outages, overloads, faults, burns and damage appliances, electrical fires and electrical shocks.

(15) The Plaintiff demands the sum of \$2770.00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.

**COUNT(6)**  
**MISREPRESENTATION**

(16) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants. The Plaintiff avers that the Defendants misrepresented the quality of service, the level of care, the actual value of the warranty and the facts that the Defendant would not honor the warranty/contract.

(17) The Plaintiff demands the sum of \$359.00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.

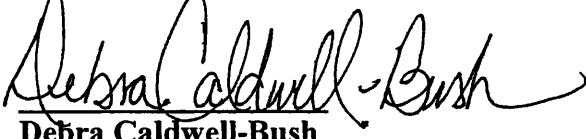
**COUNT(7)**  
**OUTRAGE**

(18) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants.

(19) The Plaintiff avers that the Defendants acts and omission in not honoring their contract/warranty were so egregious as to constitute outrage to the general public and were beyond the pale of civilized behavior.

(20) The Plaintiff demands the sum of \$359.00 in Compensatory damages for the cost of the warranty itself, and \$2770.00 in repair cost. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated

**THE PLAINTIFF DEMANDS A JURY ON ALL ISSUES**



**Debra Caldwell-Bush**  
**Plaintiff**

Done this the 14<sup>th</sup> day of April, 2006



**Mickey McDermott**  
**For the Plaintiff**  
**MCD-052**  
**P.O. BOX 919**  
**HAYNEVILLE, ALA 36040**